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LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

No. BC 296072


STATE OF CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL,

Plaintiff,

v.

J & S METALS, a California corporation;
KENNETH Y. MADICK, an individual; EDDIE
A. MADICK, an individual; IDA L. MADICK,
an individual; LODI INVESTMENT
COMPANY, a business organization form
unknown; O.K.I. LLC, a California
corporation; and DOES 1-20,

Defendants.


[PROPOSED] JUDGMENT
AGAINST KENNETH
MADICK AND J&S METALS,
INC. PURSUANT TO
STIPULATION

1 Upon the Stipulation for Settlement entered into by Plaintiff, the State of California
2 Department of Toxic Substances Control ("Department"), and Defendants J&S Metals, Inc.,
3 Kenneth Y. Madick, Eddie A. Madick, Ida L. Madick, Lodi Investment Company, and O.K.I.
4 LLC, and upon a finding by this Court of good cause,

5 **IT IS HEREBY ORDERED** that:

6 1. Judgment is entered in favor of the Department and against J&S Metals, Inc. and
7 Kenneth Y. Madick (hereinafter referred to as "J&S Defendants") pursuant to the Stipulation for
8 Settlement entered by the parties to settle the above-captioned action ("Stipulation"). A copy of
9 the Stipulation is attached to this judgment and incorporated by reference.

10 **A. PENALTIES.**

11 2. Defendant Kenneth Madick is liable to the Department for civil penalties for the
12 violations alleged in the Complaint in the amount of \$50,000. Defendant Kenneth Madick shall
13 pay these civil penalties in monthly installment payments of at least \$2,083.34, with the initial
14 payment due within thirty (30) days of the Effective Date of the Stipulation. The entire amount
15 of civil penalties owed by Defendant Kenneth Madick shall be paid within two (2) years of the
16 Effective Date of the Stipulation.

17 3. Defendant J&S Metals, Inc. is liable to the Department for civil penalties for
18 violations alleged in the Complaint in the amount of \$175,000.

19 4. The J&S Defendants shall make these penalty payments to the Department in
20 accordance with Section VI of the Stipulation.

21 **B. COMPLIANCE AND CORRECTIVE ACTION.**

22 HWCL Compliance.

23 5. The J&S Defendants shall correct the hazardous waste violations alleged in the
24 Amended Complaint and the Summaries of Violations issued by the Department on August 28,
25 2003, and April 5, 2004 ("SOVs").

26 6. Within ten (10) days after the J&S Defendants have complied with all of the
27 requirements in Section III (Compliance and Corrective Active Action) of the Stipulation, with
28 the exception of paragraph 26, the J&S Defendants shall submit to the Department a

1 certification of compliance stating that the Defendants have complied with their obligations
2 under Section III, and providing documentation of such compliance.

3 Interim Measures.

4 7. The J&S Defendants shall immediately take interim measures to limit exposure to the
5 hazardous waste on the property located at 9401-9405 S. Alameda, 9313-9323 S. Laurel, and
6 9413-9417 S. Laurel, in Los Angeles, California ("Site"), including measures:

- 7 a. to prevent public access to the Site, such as locking gates and providing site
8 security in accordance with sections 66265.14 and 66265.31 of Title 22,
9 California Code of Regulations;
- 10 b. to cover the waste piles and other open containers, bins and/or boxes of hazardous
11 waste at the Site in accordance with sections 66262.34, 66265.31 and 66265.251
12 of Title 22, California Code of Regulations;
- 13 c. to control rainwater run-on and stormwater runoff at the Site in accordance with
14 sections 66265.31 and 66265.253 of Title 22, California Code of Regulations; and
- 15 d. to place hazardous waste warning signs at each entrance to the Site and at other
16 locations in accordance with section 66265.14 (c) of Title 22, California Code of
17 Regulations.

18 8. The J&S Defendants shall cover any piles of hazardous waste on Site with a tarp, and
19 secure the tarp with a device to prevent the piles from becoming uncovered at any time. The
20 covers shall be maintained at all times by the Defendants to prevent any release of hazardous
21 waste or hazardous waste constituents into the environment through wind dispersion or other
22 means.

23 9. The J&S Defendants shall place around the perimeter of each pile of hazardous waste
24 a berm to prevent water runoff from the hazardous waste piles at the Site.

25 10. The J&S Defendants shall perform other measures as necessary to contain present
26 contamination and to prevent any future contamination of the Site.

27 11. The J&S Defendants shall not add hazardous or non-hazardous waste and/or any
28 other items to the existing piles of hazardous waste on the Site.

12. The Interim Measures implemented by the J&S Defendants at the Site shall be designed to mitigate current or potential threats to human health and/or the environment, and should, to the extent practicable, be consistent with the objectives of, and contribute to the performance of, any remedy which may be required at the Site.

Removal Action.

13. Within thirty (30) days of the effective date of this Stipulation, the J&S Defendants shall submit to the Department for review and approval an adequate Removal Action Workplan ("Workplan") for the Site, and a Schedule for the implementation of the Removal Action Workplan in accordance with the Scope of Removal Action Workplan attached as Attachment 5 to the Stipulation.

14. Concurrent with the submission of a Removal Action Workplan, the J&S Defendants shall submit to the Department a Health and Safety Plan in accordance with the Scope of Work for a Health and Safety Plan attached as Attachment 6 to the Stipulation.

15. The J&S Defendants shall implement an approved Removal Action Workplan for the Site approved by the Department in accordance with the schedule and provisions contained therein.

16. The J&S Defendants agree to conduct the removal of the hazardous wastes on the Site in compliance with applicable hazardous waste laws and regulations.

17. The J&S Defendants shall complete the removal action at the Site within six months from the Effective Date of the Stipulation.

18. The J&S Defendants shall pay the Department's costs of overseeing the investigation, corrective action, and removal actions at the Site in accordance with Section IV (Oversight Costs) of the Stipulation.

C. HAZARDOUS WASTE RESTRICTIONS.

19. The J&S Defendants, nor any entity in which any of the J&S Defendants, jointly or individually, have a 5% or greater ownership interest, shall not engage in the business of storing, treating, transporting or disposing of hazardous waste in California for five (5) years.

1 20. The J&S Defendants shall not use the Site in any manner that requires authorization
2 from the Department, including storing, treating, transporting or disposing of hazardous waste.

3 **D. RETENTION OF JURISDICTION.**

4 21. The Court shall retain jurisdiction of this matter for the purpose of enabling any party
5 to apply to the Court for any further orders or directions as may be necessary and appropriate for
6 the judgment's enforcement, construction, and/or modification.

7 **E. FINAL JUDGMENT.**

8 22. This judgment is final and settles all causes of action against the J&S Defendants
9 alleged in the complaint.

10 23. The Department and the J&S Defendants waive any statement of decision and all
11 rights of appeal from this judgment.

12 24. The Department and the J&S Defendants shall each bear their own costs.
13

14 **IT IS SO ORDERED.**

15
16 DATED: 9/28/04

RODNEY E. NELSON



JUDGE OF THE SUPERIOR COURT